

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO S.C.
APR 28 1 58 PM '83
DONNIE MORTGAGE AND SECURITY AGREEMENT
R.M.C. WATKINSLEY

30: 1804 182

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Paris Southern Corporation, a Maine corporation, (hereinafter referred to as Mortgagor) SENDS GREETING:

WHEREAS, the Mortgagor has requested and received a commitment from Greenville County, South Carolina for the issuance of a \$2,800,000.00 Greenville County Industrial Revenue Bond, 1983 (Paris Southern Corporation Project) (the "Bond"), the proceeds of which will be loaned by the County to Paris Southern Corporation for the purpose of purchasing the real and personal property hereinafter described;

WHEREAS, the Mortgagor has entered into a Loan Agreement with Greenville County, its successors and assigns, (the "Mortgagee"), dated as of April 1, 1983 pursuant to which the Mortgagor has agreed to pay the Mortgagee such sums as are necessary to make the payments owed by the Mortgagor under the Bond and has executed a Note evidencing this obligation;

WHEREAS, First National Bank of South Carolina (the "Bank"), has agreed to purchase the Bond from the Mortgagee;

WHEREAS, the Mortgagee has assigned its rights under the Loan Agreement to the Bank, has endorsed the Note evidencing this payment and obligation to the Bank, and will assign its rights hereunder to the Bank;

WHEREAS, in order to induce the Bank to purchase the Bond from the Mortgagee and as security for the payment of the sums due under the Loan Agreement and Note, the Mortgagor has agreed to mortgage the hereinafter described property to the Mortgagee;

WHEREAS, the security interests created in favor of the Mortgagee and the Bank as assignee pursuant to paragraph 16 hereof will be perfected in South Carolina, West Virginia, California, Alabama and Maine by filing financing statements with the proper governmental authorities;

WHEREAS, the Mortgagor is well and truly indebted unto the Bank as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Million Eight Hundred Thousand and No/100ths (\$2,800,000.00) Dollars, with interest thereon as provided in said promissory note, said principal and interest to be paid as therein stated;

WHEREAS, the Mortgagor may hereafter become indebted to the said Bank for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose; and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable on May 1, 1993.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three (\$3.00) Dollars to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

GCTO -----3 AP28 83

076

19.0000